

## **SOR Secure Site Users Agreement**

This document constitutes an agreement between the Texas Department of Public Safety, State Administrator of the Sex Offender Registration Database and

Agency \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

a criminal justice or law enforcement agency, hereinafter referred to as the User Agency.

This agreement set forth duties and responsibilities for both the Department of Public Safety and the User Agency.

The Department of Public Safety agrees to maintain, operate and manage the Sex Offender Registration Database on a secure Web site.

The Department of Public Safety reserves the right to restrict the type and scope of data to which the User may have access. At no charge the Department of Public Safety will provide training to law enforcement and other criminal justice agencies in the use of the Database. The obligation of the Department of Public Safety to incur training cost should be conditional upon sufficient funds budgeted and available to the Department of Public Safety. No financial liability should be incurred by the Department of Public Safety by virtue of the agreement beyond monies available to it for the purpose of fulfilling this agreement.

The User Agency shall abide by all laws of the State of Texas referring to the dissemination and exchange of criminal justice information.

If the User Agency provides criminal justice information to another criminal justice or law enforcement agency, which at that time is not participating as a User, then it shall be the responsibility of the User Agency to verify that the agency abides by the laws to the State of Texas.

The Department of Public Safety reserves the right to immediately suspend service to the User Agency when applicable laws are violated. The Department of Public Safety may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

Either the Department of Public Safety or the user may, upon 30 days notice, in writing, discontinue service.

The User Agency agrees to indemnify and save harmless the Texas Department of Public Safety, its Director, and employees from and against any and all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false

arrest or imprisonment or any cause of action whatsoever, arising out of or involving any negligence on the part of the User Agency or its employees in the exercise or enjoyment of this agreement, to the extent permitted by the Constitution and laws of the State of Texas.

This Agreement will become effective on \_\_\_\_\_.

In Witness whereof, the parties hereto caused this Agreement to be executed by the proper officers and officials.

**TEXAS DEPARTMENT OF PUBLIC SAFETY**

Signature Steven C. McCraw

Printed Signature Steven C. McCraw

Title Director

Date 7/6/12

**USER AGENCY**

Signature \_\_\_\_\_

Printed Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_